



[Billing Code: 6750-01S]

FEDERAL TRADE COMMISSION

Robocall Contest; “DetectaRobo”

AGENCY: Federal Trade Commission.

ACTION: Notice; public challenge.

SUMMARY: The Federal Trade Commission (“FTC”) announces an open source prize competition that challenges the public to analyze data from a robocall honeypot, thus improving honeypot design. A honeypot is an information system that is designed to attract perpetrators of illegal acts—in this case robocallers—and gain knowledge about their tactics. The Contest will be held during the National Day of Civic Hacking, from June 6-7, 2015.

DATES: Contestants may register beginning at 9:00 am Eastern Daylight Time (“EDT”) on June 6, 2015. Further instructions and requirements regarding registration and submission will be provided on the Contest Website (ftc.gov/detectarobo). The deadline for submitting entries is June 7, 2015, at 8:00 pm EDT.

FOR FURTHER INFORMATION CONTACT: Patricia Hsue, 202-326-3132, Division of Marketing Practices, Bureau of Consumer Protection, FTC; 600 Pennsylvania Ave. NW; Mailstop CC-8528; Washington, DC 20580.

SUPPLEMENTARY INFORMATION: The FTC DetectaRobo Contest (the “Contest”) is the next step in the Federal Trade Commission’s battle against illegal

robocalls, and complements the results of the FTC's two prior robocall challenges in 2012 and 2014. Robocalls are prerecorded messages that generally seek to promote the purchase of goods or services to a consumer, and are regulated by the FTC under the Telemarketing Sales Rule. See 16 CFR 310.4(b)(1)(v). Most such calls are illegal,¹ and yet they continue to be prevalent.

The FTC is hosting the Contest in conjunction with the 2015 National Day of Civic Hacking. The Contest will challenge the public to contribute to the design of robocall honeypots - information systems intended to attract perpetrators of illegal robocalls and gather knowledge about robocaller tactics. The Contest is intended to engage individuals or teams of individuals with information security expertise (collectively "Contestants") to apply their knowledge to further the design of robocall honeypots.

The Contest is subject to all applicable laws and regulations. Registering to enter the Contest constitutes Contestant's full agreement to these Official Rules and to decisions of the Sponsor (as defined below), which are final and binding in all matters related to the Contest. Winning a Prize is contingent upon fulfilling all requirements set forth in the Official Rules.

¹ The vast majority of prerecorded sales calls are illegal under the Telemarketing Sales Rule unless the recipient has provided express written consent to receive them. 73 FR 51164 (Aug. 29, 2008); 16 CFR 310.4(b)(1)(v). The Telephone Consumer Protection Act also prohibits any type of call (other than a call made for emergency purposes) using automated telephone equipment or an artificial or prerecorded voice to a cellular telephone in the absence of prior express consent. 47 U.S.C. 227(b)(1)(A)(iii).

1. Sponsor and Participating Organizations

A. **Sponsor:** Federal Trade Commission, 600 Pennsylvania Avenue, NW; Washington, DC 20580.

B. Participating Organizations:

- (i) Pindrop Security, Inc., 817 West Peachtree Street NW, Suite 770; Atlanta, GA 30308;
- (ii) Canadian Radio-television Telecommunications Commission, Ottawa, Ontario, Canada, K1A 0N2.

The FTC reserves the right to modify the list of Participating Organizations at any time and will provide any updates on the Contest Website.

2. Eligibility

A. To participate in the Contest:

- (i) Contestants may compete as individuals or as teams of individuals, if they meet all eligibility requirements set forth in Sections 2.A-C. To be eligible to win a Prize, Contestants must meet the additional prize eligibility requirements set forth in Section 9.
- (ii) Contestants must comply with all terms and conditions of the Official Rules.
- (iii) Contestants must own or have access at their own expense to a computer, an Internet connection, and any other electronic devices, documentation, software, or other items that Contestants may deem necessary to create and enter a Submission (as defined in Section 4 below).
- (iv) Each team must appoint one individual (the “Representative”) to represent and act on behalf of said team, including by entering a Submission. The Representative must be duly authorized to submit on behalf of the team, and must represent and warrant that he or she is duly authorized to act on behalf of the team.

(v) An individual may enter the Contest only once, either on an individual basis or as a member of one team.

(vi) No individual or team may enter the Contest on behalf of a corporation or other non-individual legal entity.

B. The following individuals (including any individuals participating as part of a team) are not eligible regardless of whether they meet the criteria set forth above:

(i) any individual under the age of 18;

(ii) any individual who employs any of the Contest Judges as an employee or agent;

(iii) any individual who owns or controls an entity for whom a Contest Judge is an employee, officer, director, or agent;

(iv) any individual who has a material business or financial relationship with any Contest Judge;

(v) any individual who is a member of any Contest Judge's immediate family or household;

(vi) any individual who has been convicted of a felony;

(vii) any employee, representative or agent of the Sponsor or Participating Organizations, as well as any employee, representative, or agent of an advertising agency, contractor or other individual or organization involved with the design, production, promotion, execution, or distribution of the Contest; and all members of the immediate family or household of any such employee, representative, or agent;

(viii) any Federal employee acting within the scope of his or her employment, or as may otherwise be prohibited by Federal law (employees should consult their agency ethics officials);

(ix) any individual or team that used Federal facilities or consulted with Federal employees to develop a Submission, unless the facilities and employees were made available to all Contestants participating in the Contest on an equitable basis; and

(x) any individual or team that used Federal funds to develop a Submission, unless such use is consistent with the grant award, or other applicable Federal funds awarding document. If a grantee using Federal funds enters and wins this Contest, the prize monies shall be treated as program income for purposes of the original grant in accordance with applicable Office of Management and Budget Circulars. Federal contractors may not use Federal funds from a contract to develop a Submission for this Challenge.

The Sponsor will, in its sole discretion, disqualify any individual or team that meets any of the criteria set forth in Section 2.B.

C. For purposes hereof:

- (i) the members of an individual's immediate family include such individual's spouse, children and step-children, parents and step-parents, and siblings and step-siblings; and
- (ii) the members of an individual's household include any other person who shares the same residence as such individual for at least three (3) months out of the year.

D. Pursuant to the America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education, and Science Reauthorization Act of 2010, 15 U.S.C. 3719, Contest Prizes (as defined in Section 8 below) may be awarded only to individuals and teams of individuals who are citizens or permanent residents of the United States, subject to verification by the Sponsor before Prizes are awarded (see Section 9 below).

3. Registration Requirement for all Contestants

A. Beginning at 9:00 am EDT on June 6, 2015, Contestants may register to participate in the Contest.

B. To enter, every Contestant, including all members of a team, must register by submitting a form (“Registration Form”) to verify that he or she has read and agreed to abide by the Official Rules and meets the eligibility requirements, including that he or she: (1) is at least 18 years old; (2) does not have a familial, or material business or financial relationship with any Contest Judge; and (3) has not been convicted of a felony.

The Registration Form will be available to Contestants beginning at 9:00 am EDT on June 6, 2015. Additional information and requirements about the registration process will be provided on the Contest Website.

C. Contestants should register as soon as possible and after their registration is completed, will receive access to the data to be analyzed. Contestants must submit their Registration Forms before the Submission Deadline. Contest participation will be limited to the first 50 individuals or teams who register.

D. After a Contestant registers, the Sponsor will send a confirmation message to the email address provided by the Contestant. The Contestant should use the confirmation message to verify the email address that he or she provided in order to receive important Contest updates.

E. In the event of a dispute pertaining to this Contest, the authorized account holder of the email address listed at registration will be deemed to be the Contestant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for

assigning email addresses for the domain associated with the submitted address.

Contestants may be required to show proof of being the authorized account holder.

4. Submission

A. To participate in any phase of the Contest, a Contestant must submit the following:

- (i) solution source code;
- (ii) a written description of the Submission (see Section 7); and
- (iii) any other materials required under Section 7 below, including robocall predictions and access to technologies needed to test the Submission, including any legal rights or licenses required to access the technologies.

Paragraphs (i)-(iii) above are collectively a “Submission.” If the Sponsor permits submission via email, Contestants must use the email address provided on their Registration Forms (or in the case of a team, the email address on the team Representative’s Registration Form). With the exception of this originating email address, no part of the Submission shall contain information revealing the Contestant’s identity, such as a name, address, employment information, or other identifying details. Additional information about and requirements for the Submission process will be provided on the Contest Website.

B. Submission Deadlines

Contestants must enter their Submissions by June 7, 2015 at 8:00 pm EDT (“Contest Deadline”). The Sponsor’s computer is the official time-keeping device for this Contest. The Sponsor reserves the right, in its discretion, to extend the Contest Deadline at any time in appropriate circumstances and without prior notice. Any Submissions entered

following the Contest Deadline shall be disqualified. The Judging Period will commence after the Contest Deadline.

C. Submission Requirements

(i) The source code, written description, and any other materials must all be submitted at the same time. All Submissions must be received by the Contest Deadline.

(ii) Source code must be compatible with any of the following languages: C++, C, Java, PERL, Ruby, or Python.

(iii) No part of a Submission, including any records, platforms, technologies or licenses required to evaluate the Submission, may require the Sponsor or Contest Judges to spend money or otherwise obtain anything of value; or to execute or enter into any binding agreement (except for a non-disclosure or non-compete agreement) not otherwise provided for under these Rules.

(iv) Submissions from a team must be indicated as such when entering a Submission.

(v) With the exception of source code, Submissions must be in English, except that textual material in a language other than English will be accepted if accompanied by an English translation of that text.

(vi) Any solution that was publicly available prior to the start of the Contest Period (June 6-7, 2015) is not eligible for entry in the Contest, unless the solution submitted incorporates significant new functionality, features, or changes that are not publicly available. Contestants must identify any portion of the solution that was publicly available and include a narrative description of the new functionality, features, or changes with any such Submission.

(vii) Submissions must not:

- a. violate applicable law;
- b. depict hatred;
- c. be in bad taste;
- d. denigrate (or be derogatory toward) any person or group of persons or any race, ethnic group, or culture;
- e. threaten a specific community in society, including any specific race, ethnic group, or culture;
- f. incite violence or be likely to incite violence;
- g. contain vulgar or obscene language or excessive violence;
- h. contain pornography, obscenity, or sexual activity; or
- i. disparage the Sponsor or Participating Organizations.

(viii) Submissions must be free of malware and other security threats. Contestant agrees that the Sponsor may conduct testing on each Submission to determine whether malware or other security threats may be present.

(ix) Any Submissions that fail to comply with these requirements, as determined by the Sponsor in its sole discretion, may be disqualified.

D. Additional Terms

(i) Once a Submission has been submitted, Contestant may not access or make any changes or alterations to the Submission.

(ii) A Contestant may submit only one Submission as either an individual or a member of a team.

(iii) By entering a Submission, Contestant represents, warrants, and agrees that the Submission is the original work of the Contestant and complies with the Official Rules.

Contestant further represents, warrants, and agrees that any use of the Submission by the Sponsor and Contest Judges (or any of their respective partners, subsidiaries, and affiliates) as authorized by these Official Rules, does not:

- a. infringe upon, misappropriate or otherwise violate any intellectual property right or proprietary right including, without limitation, any statutory or common law trademark, copyright or patent, nor any privacy rights, nor any other rights of any person or entity;
- b. constitute or result in any misappropriation or other violation of any person's publicity rights or right of privacy.

5. Submission Rights

By entering a Submission to this Contest, Contestant grants to any person obtaining a copy of his or her Submission, a non-exclusive, irrevocable, royalty-free and worldwide license to use, copy, modify, merge, publish, or distribute the Submission, any information and content submitted by the Contestant, and any portion thereof.

Contestants agree that such Submissions shall be made and remain available to all for use on an open source basis, as defined by the Open Source Initiative, *see* opensource.org.

Contestant further grants to the Sponsor the right to display the Submission on the Internet. The Contestant agrees that the foregoing constitutes a condition of the Contestant's participation in the Contest, and that the Contest is not a request for, or acquisition of, any property or service or any other matter subject to federal procurement requirements.

6. Winner Selection and Judging Criteria

A. All Submissions will be judged by an expert panel of judges (the "Contest Judges") selected by the Sponsor at the Sponsor's sole discretion. The Sponsor reserves the right

to substitute or modify the judging panel, or extend or modify the Judging Period, at any time for any reason.

B. All Contest Judges shall be required to remain fair and impartial. Any Contest Judge may recuse him or herself from judging a Submission if the Contest Judge or the Sponsor considers it inappropriate, for any reason, for the Contest Judge to evaluate a specific Submission or group of Submissions.

C. A Contestant's likelihood of winning will depend on the number and quality of all of the Submissions, as determined by the Contest Judges using the criteria in these Official Rules.

D. For all phases, the Sponsor reserves the right to review the Contest Judges' decision and to withhold any Prize if, at the Sponsor's sole discretion, there is a procedural, legal, or other reason that the Prize should not be awarded.

E. The Sponsor intends to announce the Winners within two months of the Contest Period, and the results will be made available on the Contest Website. The Sponsor, however, reserves the right to change the announcement date at any time with or without prior notice for any reason.

7. Solution Requirements

A. Each Contestant will have access to two sets of call data from an existing robocall honeypot. Contestants will be authorized to access the data only after the Contestant submits a Registration Form to the Sponsor. To access this data, Contestants may also be required to agree to certain terms and conditions specified by Pindrop. Contestants may not disseminate this data to any individual or legal entity other than another team member, and Contestants shall be disqualified from the Contest by the Sponsor if they do

so. The first data set will identify calls that are likely to have been a robocall (a call delivering a prerecorded message). Based on information provided in the first data set, Contestants will develop an algorithm and will predict which of the calls in the second data set are likely to be robocalls. The Contestants' predictions must be submitted in ascii text format using CSV. In addition to submitting these predictions, each Contestant must submit all source code and a written description of the algorithm consisting of fewer than 250 words.

Judging Criteria:

(i) Uncovering the Truth (70% of total score)

- How well did you predict whether the calls in the second honeypot data set were likely to be robocalls? To assess this, the Contest Judges will compare your predictions with actual data about which calls are likely to be a robocall in the second data set. You will receive one point for each call you successfully identified as a likely robocall, and deducted two points for each call you inaccurately identified as a likely robocall.

(ii) Explaining the Scheme (20% of total score)

- What insights did your Submission demonstrate with respect to the analysis of honeypot call records?

(iii) Innovation (10% of total score)

- How innovative was your Submission?

B. In order to be considered for a Prize, Submissions must receive a score greater than zero in each required category (uncovering the truth, explaining the scheme, and

innovation). If the Contest Judges determine that no one satisfies each required category, no one will be deemed eligible for any Prize.

C. The one (1) Contestant or Contestants whose Submission earns the highest overall score will be named Winner of the Top Prize identified below in Section 8, if the Contestant satisfies the verification requirements described in Section 9. If the Contestant does not satisfy the verification requirements, the Top Prize may be awarded to the next highest scorer who satisfies the verification requirements, at the Contest Judges' or Sponsor's discretion.

D. Up to two (2) Contestants with the next highest scores who meet the Section 9 verification requirements may be awarded the Honorable Mention Prizes—described below in Section 8—at the Contest Judges' or the Sponsor's discretion. If the Contestant does not satisfy the verification requirements, the Honorable Mention Prize may be awarded to the next highest scorer who satisfies the verification requirements, at the Contest Judges' or Sponsor's discretion.

E. In the event of a tie between or among two or more Submissions where the Contestants meet the verification requirements, the relevant Prize identified below in Section 8 will be divided equally between the tied Contestants.

8. Prizes

Winner	Prize	Quantity
Top Prize	Champion RoboSleuth Award	1
Honorable Mention(s)	Master RoboSleuth Award(s)	2

A. If no eligible Submissions are entered in the Contest, no Prizes will be awarded.

B. Each Contestant hereby acknowledges and agrees that the relationship between the Contestant and the Sponsor is not a confidential, fiduciary, or other special relationship, and that the Contestant's decision to provide the Contestant's Submission to Sponsor for the purposes of this Contest does not place the Sponsor and its respective agents in a position that is any different from the position held by the members of the general public with regard to elements of the Contestant's Submission, except as specifically provided in these Official Rules.

9. Verification of Eligibility for Receipt of a Prize

A. ALL PRIZE AWARDS ARE SUBJECT TO SPONSOR VERIFICATION OF THE WINNER'S IDENTITY, ELIGIBILITY, AND PARTICIPATION IN THE CREATION OF THE SOLUTION. THE SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. In order to receive a Prize, a Contestant will be required to complete, sign and return to the Sponsor affidavit(s) of eligibility and liability release, or a similar verification document ("Verification Form"). (In the case of a team, the Representative and all participating members must complete, sign and return to the Sponsor the Verification Form.)

B. Contestants potentially qualifying for a Prize will be notified and sent the Verification Form using the email address submitted at registration within two months of the Contest Period. The Sponsor reserves the right to change the time period to send the Verification Form without providing any prior notice. In the case of a team, the notification will only be sent to the Representative. If a notification is returned as undeliverable, the Contestant or team may be disqualified at the Sponsor's sole discretion.

C. At the sole discretion of the Sponsor, a Contestant or team forfeits any Prize if:

- (i) the Contestant fails to provide the Verification Form within five (5) business days of receipt of the email notification discussed above (or in the case of a team, any team member fails to provide the Verification Form within five business days of receipt of the email notification);
- (ii) the Contestant (or in the case of a team, its Representative) does not timely communicate with the Sponsor to provide all other necessary information within five business days of receiving a request for such information;
- (iii) such individual or team Representative is contacted and refuses the Prize; or
- (iv) the Submission of the Winner, the Winner, or any member of a Winner's team is disqualified for any reason.

D. In the event of a disqualification, Sponsor, at its sole discretion, may award the applicable Prize to an alternate Contestant. The disqualification of one (or more) team members at any time for any reason may result in the disqualification of the entire team and of each participating member at the sole discretion of the Sponsor.

10. Entry Conditions and Release

A. By registering, each Contestant (including, in the case of a team, all participating members) agree(s):

- (i) to comply with and be bound by these Official Rules; and
- (ii) that the application of the judging criteria, evaluation of the Submissions, and final selection of the winners is a matter of discretion of the Contest Judges and Sponsor, and that their respective decisions are binding and final in all matters relating to this Contest.

B. By registering, each Contestant (including, in the case of a team, all participating members) agree(s) to release, indemnify, and hold harmless the Sponsor, Participating

Organizations, and any other individuals or organizations responsible for sponsoring, fulfilling, administering, advertising, or promoting the Contest, including their respective parents, subsidiaries, and affiliated companies, if any, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the “Released Parties”) from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees and costs of Submission preparation) arising out of or relating to a Contestant’s entry, creation of Submission or entry of a Submission, participation in the Contest, acceptance or use or misuse of the Prize, and the disclosure, broadcast, transmission, performance, exploitation, or use of Submission as authorized or licensed by these Official Rules. Released claims include all claims whatsoever including, but not limited to (except in cases of willful misconduct): injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from the Contestant’s participation in a competition, whether the claim of injury, death, damage, or loss arises through negligence, mistake or otherwise. This release does not apply to claims against the Sponsor arising out of the unauthorized use or disclosure by the Sponsor of intellectual property, trade secrets, or confidential business information of the Contestant.

C. Without limiting the foregoing, each Contestant (including, in the case of a team, all participating members) agrees to release all Released Parties of all liability in connection with:

(i) any incorrect or inaccurate information, whether caused by the Sponsor’s or a Contestant’s electronic or printing error or by any of the equipment or programming associated with or utilized in the Contest;

(ii) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, internet connectivity, or electronic transmission errors, or network hardware or software or failure of the Contest Website, or any other platform or tool that Contestants or Contest Judges choose to use;

(iii) unauthorized human intervention in any part of the entry process or the Contest;

(iv) technical or human error that may occur in the administration of the Contest or the processing of Submissions; or

(v) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from the Contestant's participation in the Contest or receipt or use or misuse of any Prize. If for any reason any Contestant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Contestant's sole remedy is to request the opportunity to resubmit its Submission. The request will be addressed at the sole discretion of the Sponsor if the Contest Submission Period is still open.

D. Based on the subject matter of the Contest, the type of work that it possibly will require, and the low probability that any claims for death, bodily injury, or property damage, or loss could result from Contest participation, the Sponsor determines that Contestants are not required to obtain liability insurance or demonstrate fiscal responsibility in order to participate in this Contest.

11. Publicity

Participation in the Contest constitutes consent to the use by the Sponsor and Participating Organizations, their agents', and any other third parties acting on their behalf, of the Contestant's name (and, as applicable, those of all other members of the

team that participated in the Submission) for promotional purposes in any media, worldwide, without further payment or consideration. Furthermore, a Contestant's likeness, photograph, voice, opinions, comments, and hometown and state of residence (and, as applicable, those of all other members of the team that participated in the Submission) may be used for the Sponsor or Participating Organizations' promotional purposes if the Contestant provides consent. In addition, Sponsor and Participating Organizations reserve the right to make any disclosure required by law.

12. General Conditions

- A. Each Contestant agrees that the Sponsor is vested with the sole authority to interpret and apply these rules.
- B. Sponsor reserves the right, in its sole discretion, to cancel, suspend, or modify the Contest, or any part of it, with or without notice to the contestants, if any fraud, technical failure, or any other unanticipated factor or factors beyond Sponsor's control impairs the integrity or proper functioning of the Contest or for any other reason. The Sponsor reserves the right at its sole discretion to disqualify any individual or Contestant that the Sponsor finds to be tampering with the entry process or the operation of the Contest, or to be acting in violation of these Official Rules or in a manner that is inappropriate, not in the best interests of this Contest, or in violation of any applicable law or regulation.
- C. Any attempt by any person to undermine the proper functioning of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to take proper legal action, including, without limiting, referral to law enforcement, for any illegal or unlawful activities.

D. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that term. The Sponsor is not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Contestants. Proof of sending or submitting is not proof of receipt by Sponsor.

E. In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Contest materials, including but not limited to the Contest Website or point of sale, television, print or online advertising, the terms and conditions of the Official Rules shall prevail.

F. The Sponsor reserves the right to amend the terms and conditions of the Official Rules at any time, including the rights or obligations of the Contestant and the Sponsor. The Sponsor will post the terms and conditions of the amended Official Rules on the Contest Website ("Corrective Notice"). As permitted by law, any amendment will become effective at the time the Sponsor posts the amended Official Rules.

G. Excluding Submissions, all intellectual property related to this Contest, including but not limited to trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans, and representations are owned or used under license by either the Sponsor or Participating Organizations. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of the relevant owner(s) is strictly prohibited.

H. Should any provision of these Official Rules be or become illegal or unenforceable under applicable Federal law, such illegality or unenforceability shall leave the remainder

of these Official Rules unaffected and valid. The illegal or unenforceable provision may be replaced by the Sponsor with a valid and enforceable provision that, in the Sponsor's sole judgment, comes closest and best reflects the Sponsor's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

13. Disputes

Subject to the release provisions in these Official Rules, Contestant agrees that:

- A. any and all disputes, claims, and causes of action arising out of or connected with this Contest, any Prizes awarded, the administration of the Contest, the determination of Winners, or the construction, validity, interpretation, and enforceability of the Official Rules shall be resolved individually;
- B. any and all disputes, claims, and causes of action arising out of or connected with this Contest, any Prizes awarded, the administration of the Contest, the determination of Winners, or the construction, validity, interpretation, and enforceability of the Official Rules shall be resolved pursuant to Federal law;
- C. under no circumstances will Contestants be entitled to, and Contestants hereby waive, all rights to claim, any punitive, incidental, and consequential damages and any and all rights to have damages multiplied or otherwise increased.

14. Privacy

The Sponsor may collect personal information from the Contestant when he or she enters the Contest. Such personal information collected is subject to the privacy policy located here: <http://www.ftc.gov/site-information/privacy-policy>.

15. Contact Us

Please visit the Contest Website for further Contest information and updates.

Jessica Rich,
Director, Bureau of Consumer Protection.

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